

THIS SPACE FOR USE BY RECORDING OFFICIAL

Prepared by and mail after recording to:

Thomas E. Schoenheit, Esquire
Family Dollar Stores, Inc.
Post Office Box 1017
Charlotte, NC 28201-1017
Phone: (704) 847-6961

3645 Horn Lake 1st Amend.doc

STATE OF MISSISSIPPI

MEMORANDUM OF FIRST AMENDMENT
TO LEASE AGREEMENT

COUNTY OF DESOTO

THIS MEMORANDUM OF FIRST AMENDMENT TO LEASE AGREEMENT (this "Memorandum") is made and entered into this 23rd day of September, 2008, by and between FOLMAR AND ASSOCIATES, an Alabama limited liability partnership ("Landlord"), and FAMILY DOLLAR STORES OF MISSISSIPPI, INC., a Mississippi corporation ("Tenant");

WITNESSETH:

In consideration of the terms, covenants and conditions hereinafter referred to, Landlord has demised and leased unto Tenant, the following described premises situated in the Landlord's shopping center know as Bull Frog Shopping Center located on the southeast corner of the intersection of Goodman Road (Mississippi Highway 302) and U.S. Route 51, in the City of Horn Lake, County of DeSoto, State of Mississippi, and being that property comprising approximately 7,442 (61' x 122') square feet together with the building thereon ("demised premises"), on the same front building line with other tenants in the shopping center. Said demised premises is shown outline in bold on Exhibit B – Site Plan attached to and made a part hereof.

TO HAVE AND TO HOLD said demised premises for the remainder of the current term ending on the 31st day of December, 2008, upon the rents, terms, covenants and conditions contained in a certain Lease Agreement between the parties dated October 9, 1998, as amended by that certain First Amendment to Lease Agreement of even date herewith (said Lease Agreement, as amended, is the "Lease"), which Lease is incorporated herein by reference. The Tenant has been and is hereby granted, in accordance with the terms of the Lease, two additional successive options to extend the term of the Lease for a period of five years on each option. The Lease will be automatically extended, in accordance with the terms of the Lease, one period at a time, for two successive periods of five years each unless Tenant cancels the Lease. The Tenant has been and is hereby granted, in accordance with the terms of the Lease,



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certain exclusive use rights with respect to its business in the shopping center.

Furthermore, Landlord has agreed and does hereby agree, in accordance with the terms of the Lease, that Landlord will not build any buildings in the shopping center except as shown on Exhibit B - Site Plan, that all areas shown on Exhibit B - Site Plan as paved, marked and lighted parking, service or access areas shall always be devoted to such indicated uses, and that the Lease contains restrictions with respect to certain non-retail, parking intensive uses.

✓ LANDLORDS' Address:
FOLMAR & ASSOCIATES
Post Office Box 16765
Mobile, Alabama 36616

TENANT's Address:
FAMILY DOLLAR STORES
OF MISSISSIPPI, INC.
Post Office Box 1017
Charlotte, NC 28201-1017
Attn: Lease Administration Department

THIS MEMORANDUM amends that Short Form Lease recorded on October 12, 2000 at Book 87 Page 103 in the public records of DeSoto County.

IN WITNESS WHEREOF, this MEMORANDUM has been duly executed by said parties in manner and form provided by law this the day and year first above written.

Witnesses:

Pam King
Heather B. Adams

✓ LANDLORD
FOLMAR & ASSOCIATES

(SEAL)

By: W. Curtis Wilson, Jr.

W. Curtis Wilson, Jr., Authorized Agent

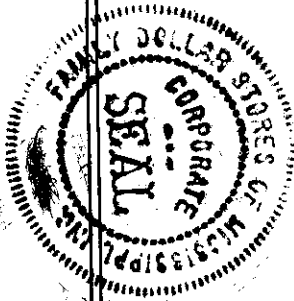
ATTEST:

Heather B. Adams
Heather B. Adams
Assistant Secretary

TENANT
FAMILY DOLLAR STORES OF
MISSISSIPPI, INC.

By: Thomas M. Nash

Thomas M. Nash
Senior Vice President - New Stores



STATE OF ALABAMA
 COUNTY OF MOBILE

NOTARY

I, PATRICIA J. EAGAN a Notary Public in and for the aforesaid State and County, do hereby certify that W. Curtis Wilson, Jr., an Authorized Agent, personally appeared before me this day and that by the authority duly given and on behalf of FOLMAR & ASSOCIATES the foregoing instrument was signed and executed by him for the purposes therein expressed.

WITNESS my hand and notarial seal this the 29th day of September, 2008.

Pat J. Eagan
 Name PATRICIA J. EAGAN
 Notary Public
 My Commission Expires: _____

NOTARY PUBLIC
 My Commission Expires: Dec 2, 2008
 STATE OF ALABAMA
 COUNTY OF MOBILE
 ENGINEERS

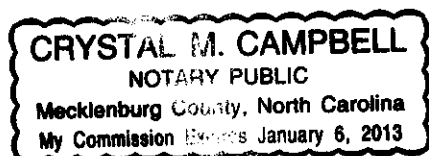
STATE OF NORTH CAROLINA
 COUNTY OF MECKLENBURG

NOTARY

I, Crystal M. Campbell, a Notary Public in and for the aforesaid State and County, do hereby certify that THOMAS M. NASH and HEATHER B. ADAMS, Senior Vice President – New Stores and Assistant Secretary, respectively, of FAMILY DOLLAR STORES OF MISSISSIPPI, INC., personally appeared before me this day and that by the authority duly given and as the act of the corporation, the foregoing instrument was signed and executed by them for the purposes therein expressed.

WITNESS my hand and notarial seal this the 23rd day of September, 2008.

Crystal M. Campbell
 Crystal M. Campbell, Notary Public
 My Commission Expires: January 6, 2013



U.S. ROUTE 51

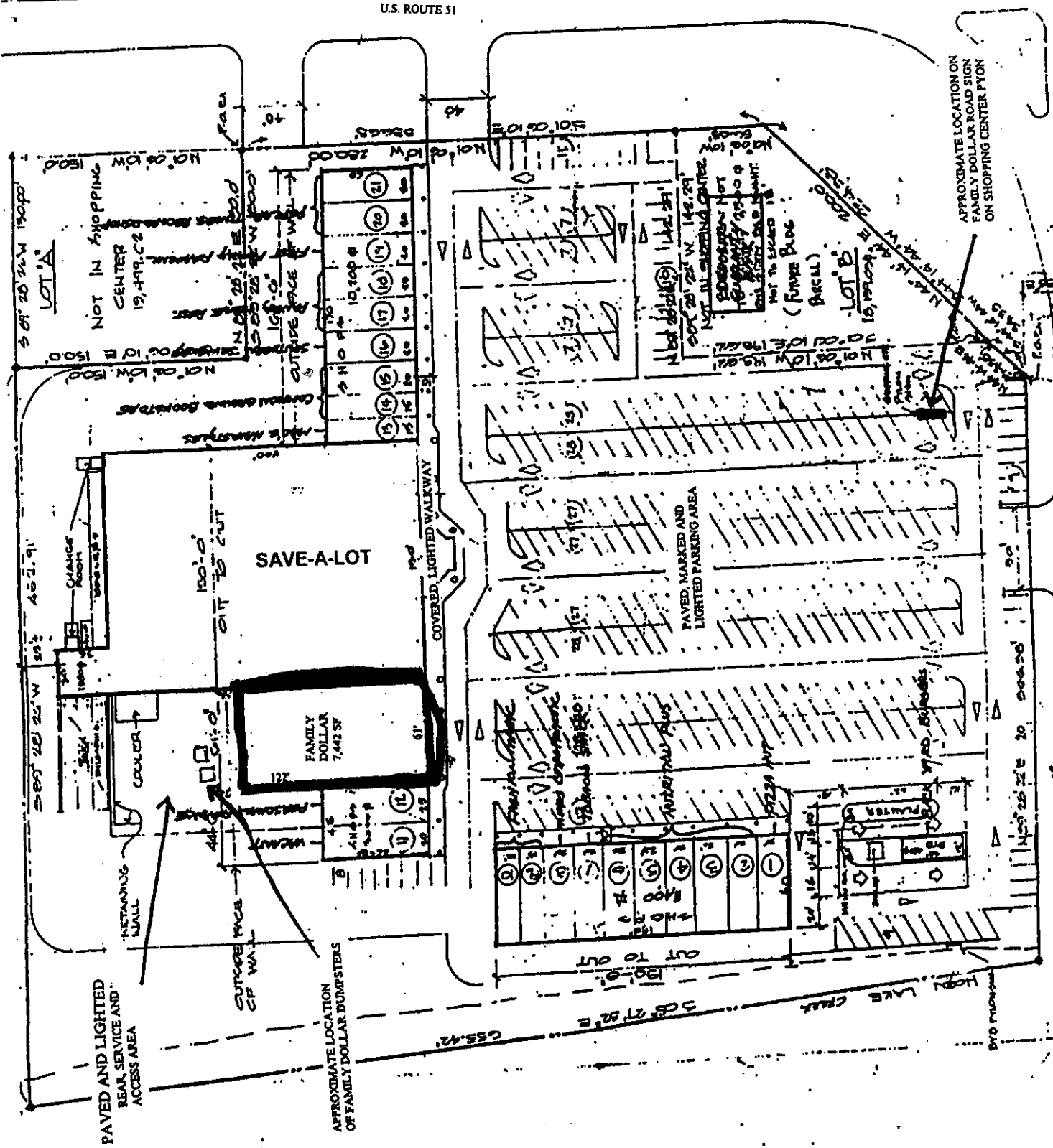


EXHIBIT B - SITE PLAN
 STORE #3645
 MEMORANDUM OF FIRST AMENDMENT
 TO LEASE AGREEMENT
 DATED: SEPTEMBER 28, 2008
 LOCATION: HORN LAKE, MS

MISSISSIPPI HIGHWAY 302 (GOODMAN ROAD)

STATE MS.-DESOTO CO. ^{SS}

Oct 11 9 20 AM '04

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Indexing Instruction: Fraction of the NE ¼ OF Section 35, ⁴⁸³ PG ⁷⁹⁶
 Township 1 South, Range 8 West, DeSoto County, Mississippi. _{CH. CLK.}

WARRANTY DEED

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned **Folmar & Associates LLP**, an Alabama limited liability partnership, Grantor, does hereby grant, bargain, sell and convey and warrant unto **Folmar Horn Lake, L.L.C.**, an Alabama limited liability company, Grantee, the following described parcel of land, lying and being situated in the County of DeSoto, State of Mississippi, and more particularly described as follows, to-wit:

Tract 3, Bullfrog Corner Plaza, as shown on plat of record in Plat Book 34 Page 41 in the Office of the Chancery Clerk of DeSoto County, Mississippi (the "Property").

TOGETHER WITH all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

There is excepted from the warranty hereof the following:

1. Ad valorem taxes and assessments not yet due and payable and constituting a lien upon the above described property;
2. Any and all prior oil, gas, or other mineral reservations or exclusions;
3. Any lease, grant, exception or reservation, together with release of damages, of minerals of every kind and character, including, but not limited to, oil, gas, sand, clay and gravel, in, on, and under subject property, including but not limited to reservation of one-half (1/2) of all oil, gas and minerals set forth in the Deed filed on May 28, 1940, in Book 27, at Page 437.
4. All other matters of public record.
5. Any encroachments or other matters which would be shown by a current and accurate survey of the Property.